

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 05-188

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

Patient Isolation / Negative Pressure Equipment

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, August 03, 2005** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

Company Name_____

Bid Specifications
Patient Isolation / Negative Pressure Equipment

1. SCOPE

- 1.1 The City of Lincoln is soliciting bids for the Health Department to procure patient isolation/negative pressure equipment for six (6) sites, with an initial purchase of at least 20 units.
- 1.2 This is for a HEPA filtration unit that can be used for both circulation/filtration and to provide negative room pressure via exhaust venting.
- 1.3 Items to be provided:
 - 1.3.1 The actual HEPA unit.
 - 1.3.2 Ducting system for negative pressure.
 - 1.3.3 Cost for additional / replacement filters.

2. MODEL

- 2.1 Equipment being bid shall be new and of current model of proven performance under standard production by the manufacture.
- 2.2 Equipment shall be furnished complete as regularly advertised and marketed, including all specified accessories, tools, manuals and special features.
- 2.3 All standard equipment shall be provided even though such items may not be specifically mentioned in these specifications.
 - 2.3.1 The Lincoln MMRS Equipment & Training Sub-Committee has tested and evaluated Patient Isolation / Negative Pressure Equipment and found that the **RxAir Model 3000M Air Purification System** shall be used to indicate the size, type and class of equipment requested.
 - 2.3.1.1 See section 7 of the Instructions to Bidders if bidding an alternate.
 - 2.3.2 Bidder must state Make, Model and Year on the Bid Schedule.

3. BID AWARD CRITERIA

- 3.1 Conformance to the Equipment Specifications concerning the size, type and class of the isolation/negative pressure equipment offered, and the ability to provide the specific equipment as indicated in the technical specifications.
- 3.2 The isolation/negative pressure equipments ability to satisfactorily perform in its intended application, as determined through the Field Test if requested by the MMRS Equipment & Training Sub-Committee.
- 3.3 Bidders ability to provide product support (i.e. parts, service, training and technical assistance).
- 3.4 Previous experience with both the bidder and the product being offered.
- 3.5 Best overall value to The City of Lincoln
- 3.6 **Isolation/negative pressure equipment offered which deviate in some areas of the technical specifications but are equal in design, performance and quality will be given consideration.**
- 3.7 **The right to evaluate specification compliance and equivalency is reserved by the City.**

4. FIELD TESTING

- 4.1 If requested, responding bidders shall make available to The City of Lincoln the equipment of the same model bid with similar equipment for evaluation of both equipment performance and compatibility with the intended application.
- 4.1.1 See Section 8 of the Instructions to Bidders.
- 4.2 A minimum of two (2) working days shall be required to effectively perform the desired evaluation.
- 4.2.1 If the equipment bid has already been tested by the MMRS Equipment & Training Sub-Committee, that testing will be considered sufficient.
- 4.3 Responding bidders shall make available a manufacturer or dealer representative to instruct City of Lincoln employees on the proper safety, operation and maintenance checks, prior to the evaluation period and award.
- 4.4 The City of Lincoln will return the isolation/negative pressure equipment clean, and in the same condition, as much as possible, as it was when it was received.
- 4.5 The City of Lincoln will not be responsible for any rental or transportation costs, both too and from the City, associated with this evaluation process.

5. EQUIPMENT

Meets Spec

YES NO

- | | | | |
|-----|-----|------|--|
| ___ | ___ | 5.1 | Equipment shall meet or exceed all FDA requirements for a Class II medical device. |
| ___ | ___ | 5.2 | All components shall meet applicable FCC, UL or comparable requirements for safety. |
| ___ | ___ | 5.3 | Complete unit must weigh less than 100 lbs. |
| ___ | ___ | 5.4 | Unit casing to be built of high impact plastic. |
| ___ | ___ | 5.5 | Controls are to be simple to operate |
| ___ | ___ | 5.6 | Unit must be mobile and stable. |
| ___ | ___ | 5.7 | Unit must have locking casters. |
| ___ | ___ | 5.8 | Unit must be no taller than 48" when fully assembled – duct work not included. |
| ___ | ___ | 5.9 | Unit must be beige or of similar color. |
| ___ | ___ | 5.10 | Unit must have handles on two sides for lifting. |
| ___ | ___ | 5.11 | Handles must be capable of supporting unit weight and lifting repeatedly without damage to the handles, unit case or other components. |
| ___ | ___ | 5.12 | Unit must have the ability to prevent tampering with all unit controls. |

6. FILTRATION

- | | | | |
|-----|-----|-----|--|
| ___ | ___ | 6.1 | Minimum of 4 stage filtration |
| ___ | ___ | 6.2 | External Prefilter- anti-microbial, charged fiber pre-filter, two additional pre-filter-antimicrobial and electrostatic. |
| ___ | ___ | 6.3 | Activated Charcoal filter |
| ___ | ___ | 6.4 | HEPA filtration |
| ___ | ___ | 6.5 | UVGI, minimum 8000 microwatts |
| ___ | ___ | 6.6 | HEPA Filter must be 99.97-99.99% efficient to .3 microns |

Meets Spec
YES NO

- | | | | |
|-----|-----|-------|---|
| ___ | ___ | 6.7 | Efficiency testing must be done using a Hot DOP test and labeled. |
| ___ | ___ | 6.7.1 | HEPA filter should not need tools to remove or replace. |
| ___ | ___ | 6.8 | Motors / Blowers must be positioned after the HEPA filtration. |

7. MOTORS / BLOWERS

- | | | | |
|-----|-----|-----|--|
| ___ | ___ | 7.1 | Units must operate on 110-125v/3.5a/60Hz |
| ___ | ___ | 7.2 | Achieve air flow rate of 650 CFM Please state CFM_____ |
| ___ | ___ | 7.3 | Air Velocity of 1200 FM. Please state FM_____ |
| ___ | ___ | 7.4 | Electrical cord of at least 6'. |
| ___ | ___ | 7.5 | Noise level on max power not to exceed 60dBA Please State dBA_____ |
| ___ | ___ | 7.6 | Must be able to vary airflow direction from unit during recirculation |
| ___ | ___ | 7.7 | Unit must be able to contain a spill of 16oz into the unit through the venting system without sustaining damage. |
| ___ | ___ | 7.8 | Unit must shut off automatically if access door is opened. |

8. MISCELLANIOUS EQUIPMENT

- | | | | |
|-----|-----|-------|--|
| ___ | ___ | 8.1 | Patient Isolation / Negative Pressure Adaptor Kit |
| ___ | ___ | 8.1.1 | Kit includes Adaptor plate for unit, |
| ___ | ___ | 8.1.2 | Kit includes duct work from unit to exhaust point, |
| ___ | ___ | 8.1.3 | Kit includes window adaptor, |
| ___ | ___ | 8.1.4 | Kit includes storage case. |
| ___ | ___ | 8.2 | Easy to install, minimal tools required. |
| ___ | ___ | 8.3 | Must include a window adaptor kit. |
| ___ | ___ | 8.4 | Duct work must be minimum of 6 feet in length |
| ___ | ___ | 8.5 | Kit shall provide for some air recirculation, also known as High-Bypass Filtration |

9. DELIVERY, TRAINING & WARRANTY

- | | |
|-------|--|
| 9.1 | There will six (6) delivery and training sites as follows: |
| 9.1.1 | Bryan LGH West Medical Center
2300 South 16 th Street
Lincoln NE 68502 |
| 9.1.2 | Bryan LGH East Medical Center
1600 South 48 th Street
Lincoln NE 68506 |
| 9.1.3 | St. Elizabeth Regional Medical Center
555 South 70 th Street
Lincoln NE 68510 |
| 9.1.4 | Madonna Rehabilitation Hospital
5401 South Street
Lincoln NE 68506 |

- 9.1.5 University of Nebraska –Lincoln
University Health Center Medical Clinic
15th & U Streets
Lincoln 68588-0618
- 9.1.6 Lincoln-Lancaster County Health Department
3140 N Street
Lincoln NE 68510
- 9.1 Vendor must contact Dan Huse at the Lincoln-Lancaster County Health Department, 3140 N Street, Lincoln, Nebraska 68510 or 402-441-3897 or via e-mail to dhuse@lincoln.ne.gov for delivery and training instructions **after** award.
- 9.2 The manufacturer's standard warranty shall apply and be a minimum of 5 years.
- 9.3 Vendor to provide training on use, maintenance and care of unit to each delivery location.
- 9.4 Training provided shall cover all areas in detail and to the satisfaction of the Health Department contact person mentioned in 9.1.

10. ADDITIONAL PURCHASES

- 10.1 The City of Lincoln may, depending on funding, have the need to purchase up to twenty (20) additional units.
 - 10.1.1 A line is provided on the Bid Schedule for a date that the unit pricing given on this bid will expire.
 - 10.1.2 Vendors are asked to complete this line if they are willing to hold the unit pricing longer than listed in the Instructions to Bidders.

**BIDDING SCHEDULE FOR:
Patient Isolation/Negative Pressure Equipment
05-188 August 03, 2005 12:00 Noon**

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	Patient Isolation/Negative Pressure Equipment Make_____Model_____Yr_____	20 Each	\$_____.	\$_____.
2.	Cost of Window ducting Kit	Each	\$_____.	\$_____.
3.	Cost per Replacement HEPA Filters	Each	\$_____.	\$_____.
4.	Cost per Replacement pre-filters Filters	Each	\$_____.	\$_____.
5.	The purchase of additional units by The City of Lincoln under this bid if, awarded, shall be held firm through ____/____/____.			

NO BID SECURITY REQUIRED

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 05-188**

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 05-188**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS (After
receipt of individual orders)

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: www.lincoln.ne.gov

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications, i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve it's requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.